

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SHARLESS THOMPSON and CHRISTOPHER
ROBINSON,

Plaintiff,

-against-

THE CITY OF NEW YORK, DETECTIVE JENKINS,
POLICE OFFICER RODRIGUEZ and UNIDENTIFIED
NEW YORK CITY POLICE OFFICERS, EMPLOYEES
AND AGENTS,

Defendants,
-----X

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

03-CV-4208 (ILG) (RLM)

WHEREAS, plaintiffs commenced this action by filing a complaint on August 26, 2003, alleging violations of their federal and state constitutional rights.

WHEREAS, defendants have denied any all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATION AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expense, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York agrees to pay plaintiff SHARLESS THOMPSON, the total sum of Twenty Thousand (\$20,000.00) dollars in full satisfaction of all claims including claims for costs, expenses and attorney fees and to pay the plaintiff CHRISTOPHER ROBINSON, the total sum of Twenty Thousand (\$20,000.00) dollars in full

satisfaction of all claims including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against the City of New York, DETECTIVE JENKINS, POLICE OFFICER RODRIGUEZ and the individuals identified in the caption of the complaint as "Unidentified New York City Police Officers, Employees and Agents," and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Each Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the

subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: Brooklyn, New York
March 17, 2005

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By: Deborah I. Meyer (DM 0931)
Assistant Corporation Counsel

SO ORDERED

United States District Court Judge